

Exhibit

A

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

JOHN KEATLEY,

Plaintiff,

v.

THE ESCAPE GAME, LLC,

Defendant/Third-Party Plaintiff,

v.

CINCO DESIGN OFFICE, INC.,

Third-Party Defendant.

No. 3:21-cv-00230

**JUDGE ALETA A. TRAUGER
MAGISTRATE JUDGE HOLMES**

JURY DEMANDED

THIRD OFFER OF JUDGMENT

TO: Plaintiff JOHN KEATLEY and his counsel of record ("Plaintiff")

Evan A. Andersen
EVAN ANDERSEN LAW, LLC
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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant/Third-Party Plaintiff, The Escape Game, LLC ("Defendant"), hereby offers to allow judgment be entered against it in the amount of \$24,000.00, (a) excluding Plaintiff's costs and reasonable attorney's fees, and (b) including a permanent injunction against Defendant, its officers, agents, servants, employees and attorneys, and all other persons who are in active concert or participation with any of them, from using in any manner any of the "Works" (defined below) without Plaintiff's express

written consent. The “Works” comprise the below images entitled “Precocious,” “Elf,” and “Naturalist” and are subject to Copyright Registration Nos. V/A 2-036-564 and VA 2-097-287.

“PRECOCIOUS”



“ELF”



“NATURALIST”



This offer of judgment is made for the purposes specified in Federal Rule of Civil Procedure 68. This offer shall not to be construed as either an admission that Defendant or any other person is liable in this action, or that Plaintiff has suffered any damage. This offer of judgment is intended to fully and finally resolve all of Plaintiff’s claims brought, or which could have been brought, in this action as of the date of the judgment, including without limitation any and all claims for compensatory damages, statutory damages, and/or equitable relief against Defendant and Third-Party Defendant, Cinco Design Office, Inc. If this offer is accepted by Plaintiff, the total amount for which Defendant will be liable to Plaintiff will be \$24,000.00, exclusive of any subsequent award for costs and/or reasonable attorney’s fees, which Defendant reserves the right to oppose. This offer of judgment shall not be filed with the Court unless: (a)

accepted; and/or (b) filed in a post-judgment proceeding to determine the prevailing party or reasonableness of the offer or a requested award of costs and/or attorneys' fees.

This offer of judgment will remain open and irrevocable for the period of time following service as set forth in Federal Rule of Civil Procedure 68. If the offer is not accepted within that time and in the manner required by Federal Rule of Civil Procedure 68, the offer shall be deemed withdrawn in accordance with Federal Rule of Civil Procedure 68.

Dated: September 23, 2021.

Respectfully Submitted,

POLSINELLI PC

/s/ Joshua D. Arters

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*Counsel for Defendant/Third-Party
Plaintiff, The Escape Game, LLC*

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing document has been sent via Email pursuant to Fed. R. Civ. P. 5(b)(2)(E) to the following on this the 23rd day of September, 2021:

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/s/ Joshua D. Arters